

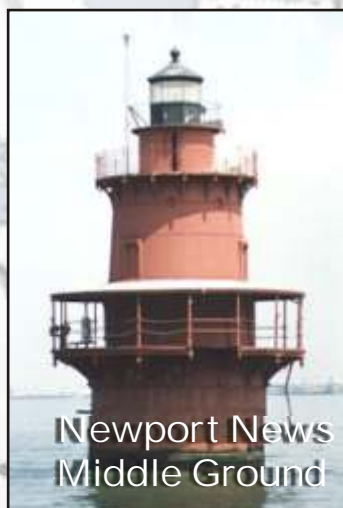


GSA Office of Property Disposal

Auction
U. S. Government Property

Four Offshore Lighthouses

Chesapeake Bay, Virginia



Four Separate Online Auctions
Opening Date August 22, 2005

Invitation Property

Wolf Trap 4-U-VA-0735

Property Address

Off-shore; located on the east end of the Wolf Trap Shoal, between York and Rappahannock Rivers, Chesapeake Bay, Mathews County, Virginia. Eight miles south of the Rappahannock River.

Property Description

The property is an octagonal brick (painted red) three-story lighthouse constructed in 1894. Each side of the house is eight feet long. Disposal includes only the improvement. An occupancy agreement may be required by the Commonwealth of Virginia.

Utilities

No public utilities are available.

Historical Information

Property is listed on the *National Register of Historic Places*. The property must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants are incorporated into the deed.

Aid to Navigation

The lighthouse holds an active aid to navigation. The Federal aid to navigation located at the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation and any associated equipment, and a 360 degree arc of visibility for said aid.

Easements

Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.

Environmental Information

Due to the age of the structure, lead-based paint and asbestos may be present.



Smith Point 4-U-VA-0736

Property Address

Off-shore; located in the Chesapeake Bay on the shoal extending from the southeast side of the mouth of the Potomac River, west side of Chesapeake Bay, Northumberland County, Virginia.

Property Description

Octagonal white brick 52-foot lighthouse constructed in 1897. The structure rests on a cylindrical caisson foundation. Disposal includes only the improvement. An occupancy agreement may be required by the Commonwealth of Virginia.

Utilities

No public utilities are available.

Historical Information

Property is listed on the *National Register of Historic Places*. The property must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants are incorporated into the deed.

Aid to Navigation

The lighthouse holds an active aid to navigation. The Federal aid to navigation located at the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation and any associated equipment, and a 360 degree arc of visibility for said aid.

Easements

Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.

Environmental Information

Due to the age of the structure, lead-based paint and asbestos may be present.



for Bids Information

Newport News Middle Ground 4-U-VA-0737

Property Address	Off-shore; located in the Chesapeake Bay on the west end of the Middleground shoal, opposite Newport News.
Property Description	Cast iron caisson lighthouse 56-feet tall with catwalk and roofed canopy. Disposal includes only the improvement. An occupancy agreement may be required by the Commonwealth of Virginia.
Utilities	No public utilities are available.
Historical Information	Property is listed on the <i>National Register of Historic Places</i> . The property must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants are incorporated into the deed.
Aid to Navigation	The lighthouse holds an active aid to navigation. The Federal aid to navigation located at the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation and any associated equipment, and a 360 degree arc of visibility for said aid.
Easements	Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.
Environmental Information	Due to the age of the structure, lead-based paint and asbestos may be present.



Thimble Shoal 4-U-VA-0738

Property Address	Off-shore; located in the Chesapeake Bay on the Horse Shoe Bar at the entrance to Hampton Roads, Virginia.
Property Description	Cast iron caisson lighthouse standing 55 feet above the waterline with catwalk and roofed canopy. Disposal includes only the improvement. An occupancy agreement may be required by the Commonwealth of Virginia.
Utilities	No public utilities are available.
Historical Information	Property is listed on the <i>National Register of Historic Places</i> . The property must be maintained according to the Secretary of Interior's Standards for Rehabilitation. Historic covenants are incorporated into the deed.
Aid to Navigation	The lighthouse holds an active aid to navigation. The Federal aid to navigation located at the property remains the personal property of the United States. The United States reserves an unrestricted right for ingress and egress to maintain, operate, repair, replace or relocate the aid to navigation and any associated equipment, and a 360 degree arc of visibility for said aid.
Easements	Subject to all reservations, restrictions, rights, covenants, servitudes, licenses, and easements, recorded or unrecorded, for navigation, occupancy, access and utilities, if any. The lighthouses are also subject to Federal and State control and requirements for submerged lands and improvements thereon.
Environmental Information	Due to the age of the structure, lead-based paint and asbestos may be present.



For more information, contact Angela Risch at (404) 331-1141 or by email at angela.risch@gsa.gov

Four Offshore Lighthouses Chesapeake Bay, Virginia

Sale Type: Online Auction

Start Date: August 22, 2005
9:00 AM, EDT

End Date: Based on Bidding

Bid Deposit: \$5,000 (per property)

Bid Increment: \$5,000 (per property)

Terms: All cash, as is. Balance
due in sixty (60) days.

Send Bid Form & Registration Deposit to:

U. S. General Services Administration (GSA)
Office of Property Disposal (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch, Project Manager

Web Page

<http://propertydisposal.gsa.gov>

Click on the State of Virginia to view and
download property sales information

Online Auction

www.auctionrp.com

Register and submit bids

24-Hour Bid Hotline Recording and Sales Information

Call Toll Free 1-888-542-4508

Enter Property Code:

Smith Point - 17

Wolf Trap - 18

Thimble Shoal - 19

Newport News Middle Ground - 20

Inspection Opportunities:

Tour Thimble Shoal and Newport News Middle Ground
Lights on:

Tuesday, September 20, 2005 at 10:00 AM

Tour Wolf Trap and Smith Point Lights on:

Wednesday, September 21, 2005 at 10:00 AM

Inspection Requirements:

1. There will only be one inspection for each lighthouse due to the logistical complexity involved in the inspections.
2. Inspection dates are contingent upon weather and United States Coast Guard (USCG) mission requirements.
3. You must be a registered bidder in order to participate in the inspection.
4. Registered bidders must request an inspection reservation no later than close of business on September 15, 2005.
5. Each registered bidder will be permitted to bring only one additional person for the inspection.
6. Each person inspecting the lighthouse will be required to sign the Government's waiver of liability by September 15, 2005.
7. Due to the unique characteristics of these historical properties only adults in good physical condition will be able to access the lighthouse. During the inspection all participants must adhere to the rules and regulations as set forth by the USCG.

For More Sales Information:

Angela Risch, Project Manager

404-331-1141

e-mail: angela.risch@gsa.gov

Instructions to Bidders

1. Auction Start Date

The auctions start on August 22, 2005 at 9:00 a.m. Eastern Daylight Time (EDT). These are the same instructions for all four lighthouses but each sale is separate and stands alone.

2. Type of Sale

These sales will be online auctions conducted via the Internet. The auctions will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Section 10, Call for Final Bids). The auctions may continue beyond that date as long as bidders submit higher bids. Thus, the bidders determine when the sales close by their bidding activity.

3. Terms of Sale

Bids to purchase must be on an **ALL CASH** basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

4. Bid Deposit

a) A bid deposit in the amount of **\$5,000 (for each lighthouse you wish to submit a bid)** must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. To register to bid and to make an initial bid, **please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property. You must complete a form for each lighthouse you want to submit a bid for and send to:**

GSA Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch, Project Manager

b) Please make your cashier's or certified check payable to: **"U. S. General Services Administration."** Deposits by credit card may be made over the Internet by following the instructions on the online auction site: www.auctionrp.com or by using the enclosed Bid Deposit by Credit Card form. A separate bid deposit must be made for each lighthouse. These are four separate sales.

c) Only upon GSA's verification of your bid deposit will you be allowed to bid online or by submission of a written bid either by mail or in person.

d) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

e) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

f) Appropriate bid deposits accompanying bids that are rejected will be returned to bidders without interest.

g) Bid deposits received from the two highest bidders will be held as stipulated in **Section 12, Back-up Bidder**. All other bid deposits will be returned.

5. Bidder Registration and Bids

a) Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this Invitation For Bid (IFB). All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b) The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The form must be signed and dated.

c) To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

6. User Identification and Password

User Identification ("ID") and Password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password can be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, www.auctionrp.com.

7. General Bidding Process

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. Bidders may also submit increased bids in person, by U. S. mail or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

d) It is the responsibility of the bidder to confirm receipt of a bid by GSA.

8. Daily Bidding Results

Bidders are strongly encouraged to monitor bidding activity at our online auction web site at www.auctionrp.com. New bids and auction closing information will be posted to this site.

Bidders may also review the property information at our Home Page <http://propertydisposal.gsa.gov>.

Bidders may also call our 24-hour bid hotline at **1-888-542-4508** and enter the Property Code to hear the current high bid.

	Property Code
Smith Point	17
Wolf Trap	18
Thimble Shoal	19
Newport News Middle Ground	20

The online auction site is updated immediately when new bids are received. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours.

Bidders will be notified via the auction web site and the hotline recording when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 404-331-1141 or 404-331-5133.**

Instructions to Bidders, continued

Bidders are urged to pay close attention to the auction web page and recording, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. Increasing Your Bid

If you learn from the auction web page or the recorded message that your bid was not the high bid, or if another bidder exceeds your previous bid, you may increase your bid until such time as bidding is closed. Increases to previously submitted bids are welcome and your bid deposit will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. **Increased bids for the four offshore lighthouses must be at least Five Thousand Dollars (\$5,000.00) more than the previous high bid in order to be considered.** The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted bid, bidders may use one of the following methods: in person, U. S. Mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U. S. Mail, online, etc., the first bid received will be recognized.

10. Call For Final Bids

Once bidding slows down, a date will be set for the receipt of final bids and that date will be announced on the auction web page www.auctionrp.com and on the GSA bid hotline recording. If no increased bid is received by 3 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 3 p.m. on that same date. If an increased bid is received on a timely basis, then bidding will be continued over until the **next business day** on the same terms. Thereafter, bidding will only be continued to the next business day **if** an increased bid is received each day by 3:00 p.m. There is no advantage to waiting until the last minute to bid.

11. Bid Executed on Behalf of Bidder

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the

secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

12. Back-up Bidder

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

13. Acceptable Bid

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

14. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

15. Additional Information

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

General Terms of Sale

1. Term: Invitation for Bids

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Descriptions, Special and General Terms of Sale, Instructions to Bidders, Environmental Notices, and any provisions of the Bid for Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

2. Description and Condition of Property

The description of the properties set forth in the Invitation for Bids and any other information provided with respect to said properties are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The properties are offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the properties offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. **INSPECTION OF THE PROPERTIES ARE THE RESPONSIBILITY OF THE PURCHASER.** All properties will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

General Terms of Sale, continued

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

6. Contract

The "Invitation for Bid(s)" and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Revocation of Bid and Default

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title of the lighthouse, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Adjustments, Documentary Stamps, and Cost of Recording

Any taxes, assessments, rents, or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR)
401 West Peachtree Street, NW, Suite 2528
Atlanta, Georgia 30308
Attn: Thomas J. Maguire, Director

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

Special Terms and Conditions

Historic Preservation Covenant (applies to all four lighthouses)

These Lighthouses are listed on the National Register of Historic Places. The Grantee, in accepting this Deed, acknowledges and accepts the following conditions and covenant.

Grantee shall maintain and preserve the property in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the property eligible for inclusion in the National Register of Historic Places.

When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the property in consultation with the State Historic Preservation Officer (SHPO) and in accordance with the recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the property are planned.

Distinctive materials, features, landscapes, finishes, construction techniques and examples of craftsmanship that characterize a property shall be preserved including the historic setting.

Plans of proposed construction, alteration or replacement of distinctive materials, features, finishes or spaces or landscapes which could affect the appearance or structural integrity or historic setting of the property shall be reviewed and approved by the Secretary of the Interior ("Secretary") in consultation with the SHPO for consistency with The Secretary of the Interior's Standards for Treatment of Historic Properties, 1995.

Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO. An intensive level archaeological survey should be undertaken by the Grantee where landscaping, new construction or any other types of ground-disturbing activities are planned.

The Secretary or authorized representative, and/or the SHPO shall be permitted at all times to inspect the property in order to ascertain if the above conditions are being observed.

In the event the SHPO determines that the property has ceased to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the SHPO will notify the Secretary and the Administrator. In the event that the property, or any associated historic artifact associated with the property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the property shall, at the option of the Administrator of General Services ("Administrator"), revert to the United States to be placed under administrative control of the Administrator.

The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the property.

The failure of the Grantor, the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the property and shall be deemed to run with the property.

Asbestos

Asbestos Notice FMR 102-75.335 Provisions Relating To Asbestos.

The Purchaser is warned that the properties offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders (Offerors) are invited, urged, and cautioned to inspect the properties to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged, and cautioned to inspect the properties as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. General Services Administration (GSA) will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the properties including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the properties including, without limitation, whether the properties do or do not contain asbestos or are or are not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the properties set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said properties is based on the best information available to GSA Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or directions, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individuals(s) injured.

The Purchaser further agrees that in its use and occupancy of the property, it will comply with all federal, state, and local laws relating to asbestos.

Lead-based Paint

NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

Special Terms and Conditions, continued

CERCLA Clause

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
 - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
 - (a) the associated contamination existed prior to the date of this conveyance; and
 - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

FAA Hazard Clause

Based upon coordination between the General Services Administration and the Federal Aviation Administration (FAA) as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports", it has been determined that there are public airports within six nautical air miles of the properties. FAA has been apprised of the proposed disposal of the property and that the Government's conveyance document will contain a provision that the Grantee, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, must prohibit any construction or alteration on the property unless a determination of 'no hazard to air navigation' is issued by FAA in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

Conveyance Restrictions/Requirements

Disposal includes only the improvement. An occupancy agreement may be required by the Commonwealth of Virginia. The conveyance document will contain the following conditions:

The U. S. Coast Guard (USCG) retains ownership of the aids to navigation and associated equipment including fog horn, therefore;

1. The USCG will keep the aids to navigation and associated equipment in, on, and around the structure.
2. The USCG will retain the unrestricted right of egress and ingress at all times for USCG personnel to service, maintain, operate, repair, and replace the aid to navigation and associated equipment.
3. The USCG will retain the unrestricted right to relocate or add any aids to navigation, or make any changes on any portion of the property as may be necessary for navigation purposes.
4. The USCG will retain a 360 degree arc of visibility easement.
5. The exterior color of the structure will remain the same. Prior written approval from SHPO and USCG required for changing exterior color.
6. The Grantee will be responsible for properly maintaining the lighthouse and the boarding ladder that will allow safe access by the USCG in order for them to service the navigation and associated equipment.

Certificate of Corporate Bidder

For use with Bidder Registration and Bid Form for Purchase of Government Property

Check one:

☐ **Thimble Shoal Lighthouse**

☐ **Newport News Middle
Ground Lighthouse**

☐ **Wolf Trap Lighthouse**

☐ **Smith Point Lighthouse**

I, _____, certify that I am _____
(Secretary or other title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representation)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation that said bid was
(Official Title)

duly signed for and on behalf of said Corporation by authority of its governing body and is within
the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

***Bidder Registration and Bid Form
for Purchase of Government Property
Wolf Trap Lighthouse***

Send this form to:

U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch

CHECK ONE:

☐ **Initial Bid**

☐ **Increased Bid**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

Bid Deposit: \$5,000

Bid Amount: \$_____ Bid Amount Spelled Out:_____ dollars

Property Name:_____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Bidder represents that he/she operates as (check which applies):

- ☐ An individual
☐ An individual doing business as _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability corporation, incorporated in the State of _____
☐ A trustee, acting for _____

Please complete the following:

Name: _____

Address _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: _____

Email: _____

Signature _____ Date: _____

***Bidder Registration and Bid Form
for Purchase of Government Property
Smith Point Lighthouse***

Send this form to:

U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch

CHECK ONE:

☐ **Initial Bid**

☐ **Increased Bid**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

Bid Deposit: \$5,000

Bid Amount: \$_____ Bid Amount Spelled Out:_____ dollars

Property Name:_____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Bidder represents that he/she operates as (check which applies):

- ☐ An individual
☐ An individual doing business as _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability corporation, incorporated in the State of _____
☐ A trustee, acting for _____

Please complete the following:

Name: _____

Address _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: _____

Email: _____

Signature _____ Date: _____

***Bidder Registration and Bid Form
for Purchase of Government Property
Newport News Middle Ground Lighthouse***

Send this form to:

U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch

CHECK ONE:

☐ **Initial Bid**

☐ **Increased Bid**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

Bid Deposit: \$5,000

Bid Amount: \$_____ Bid Amount Spelled Out:_____ dollars

Property Name:_____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Bidder represents that he/she operates as (check which applies):

- ☐ An individual
☐ An individual doing business as _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability corporation, incorporated in the State of _____
☐ A trustee, acting for _____

Please complete the following:

Name: _____

Address _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: _____

Email: _____

Signature _____ Date: _____

***Bidder Registration and Bid Form
for Purchase of Government Property
Thimble Shoal Lighthouse***

Send this form to:

U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch

CHECK ONE:

☐ **Initial Bid**

☐ **Increased Bid**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

Bid Deposit: \$5,000

Bid Amount: \$_____ Bid Amount Spelled Out:_____ dollars

Property Name:_____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Bidder represents that he/she operates as (check which applies):

- ☐ An individual
- ☐ An individual doing business as_____
- ☐ A partnership consisting of_____
- ☐ A limited liability partnership consisting of_____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

Please complete the following:

Name: _____

Address _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: _____

Email: _____

Signature _____ Date:_____

Four Offshore Lighthouses

Bid Deposit By Credit Card

Send this form to:
U. S. General Services Administration
Property Disposal Division (4PR)
401 West Peachtree Street, N. W.
Suite 2528
Atlanta, GA 30308
Attn: Angela Risch

THIS FORM MAY BE SUBMITTED BY FAX:
(404) 331-2727

REGISTRATION DEPOSIT:

<input type="checkbox"/> Smith Point	\$5,000
<input type="checkbox"/> Wolf Trap	\$5,000
<input type="checkbox"/> Newport News Middle Ground	\$5,000
<input type="checkbox"/> Thimble Shoal	\$5,000

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized card holder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **Instructions to Bidders, Paragraph 4, Bid Deposit**. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Check type of credit card to be charged: ☐ VISA ☐ MASTERCARD

Name as it appears on card: _____

Credit Card Number: ____ _

Expiration Date: _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550

Official Business
Penalty for Private Use, \$300

PUBLIC AUCTION

**Online Auction
Opening August 22, 2005**

**Four Offshore Lighthouses
Chesapeake Bay, Virginia**

**Wolf Trap
Smith Point
Newport News Middle Ground
Thimble Shoal**

*For additional information, please call Angela Risch at (404) 331-1141
or email at Angela.Risch@gsa.gov*

Persons with disabilities may request materials in alternative formats.

*For information and pictures, please visit the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*